



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Transit Agreement with San Joaquin County

MEETING DATE: June 5, 1996

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council approve the attached agreement for transportation services between the City of Lodi and the County of San Joaquin.

BACKGROUND INFORMATION: San Joaquin County has been determined to have unmet transit needs in the community of Woodbridge, the Arbor Mobile Home Park near Woodbridge Road and Highway 99, and at the Freeway Mobile Home Park south of Harney Lane on Highway 99 Frontage Road.

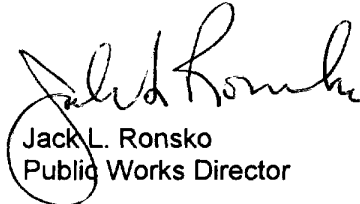
It has been determined the most feasible way of meeting these needs is to extend the service area of our Dial-a-Ride System. The City of Lodi has been providing this service for approximately fifteen years.

The present agreement expires on June 30, 1996. The proposed new agreement has two changes from the previous agreement. The first is that Lodi will be reimbursed at the rate of \$6.00 per trip and this will be subject to annual review and adjustment. The present rate is \$4.66 per trip. The second change is an understanding the County may assign this agreement to the San Joaquin Regional Transit District (SMART).

The agreement will be assigned to SMART. This is in accordance with the regional plan that assigns responsibility for transit in unincorporated areas to SMART. There will be no difference in the manner in which services are provided. The only difference will be bills will be sent to SMART for reimbursement rather than San Joaquin County.

The City Council is respectfully requested to approve this agreement. Upon the City Council's approval of this agreement, the Board of Supervisors will then be asked to approve the agreement. The agreement was prepared by San Joaquin County and approved by our City Attorney.

FUNDING: Not applicable.

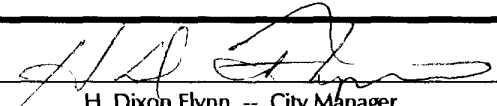
  
Jack L. Ronsko  
Public Works Director

Prepared by Jerry L. Glenn, Assistant City Manager

JLR/JLG/lm

Attachment

APPROVED: \_\_\_\_\_

  
H. Dixon Flynn -- City Manager

1 A-96-\_\_\_\_\_

2  
3 AGREEMENT FOR TRANSPORTATION SERVICES

4 BETWEEN THE CITY OF LODI AND THE

5 COUNTY OF SAN JOAQUIN

6  
7 THIS AGREEMENT, made and entered into \_\_\_\_\_, 1996,  
8 by and between the City of Lodi, a municipal corporation,  
9 hereinafter referred to as CITY, and the County of San Joaquin,  
10 a political subdivision of the State of California, hereinafter  
11 referred to as COUNTY.

12 W I T N E S S E T H

13 WHEREAS, CITY is presently operating a low-cost  
14 transportation system for the residents of the City of Lodi,  
15 commonly known as Lodi Dial-A-Ride; and,

16 WHEREAS, the Board of Supervisors of COUNTY and the  
17 San Joaquin Council of Governments have identified the transit  
18 needs in the unincorporated areas of Woodbridge, the Arbor Mobile  
19 Home Park in Acampo and the Freeway Mobile Home Park south of  
20 Lodi.

21 WHEREAS, it has been determined that the most feasible  
22 method of serving these transit needs is through an agreement  
23 extending the service area of the current Lodi Dial-A-Ride system  
24 to those areas.

25 NOW, THEREFORE, the parties hereto, for and in  
26 consideration of the charges, terms, covenants and agreements  
' contained herein, agree as follows:

1       I.       SCOPE OF SERVICES

2       CITY agrees to provide sufficient vehicles to operate a  
3       dial-a-ride transit system in and around the  
4       unincorporated areas of Woodbridge, the Arbor Mobile Home  
5       Park and the Freeway Mobile Home Park, as agreed to and  
6       defined in Attachment "A", between the hours of 7:00 a.m.  
7       and 7:00 p.m. Monday through Friday, between the hours of  
8       8:00 a.m. and 5:00 p.m. on Saturdays, and between the  
9       hours of 12:00 p.m. and 5:00 p.m. on Sundays of each week,  
10      excluding holidays (New Year's Day, Washington's Birthday,  
11      Memorial Day, July 4th, Labor Day, Thanksgiving Day and  
12      Christmas Day). CITY agrees to provide the day-to-day  
13      operations of the system, provide the drivers and the  
14      dispatching of the vehicles.

15      II.     CHARTER SERVICES

16      CITY agrees to provide charter services upon request by  
17      COUNTY's authorized employees as follows: Charter  
18      services outside normal operation hours and service area  
19      and charter services within, but in addition to, normal  
20      operation shall be considered extra services. Any costs  
21      shall be negotiated prior to the service and billed  
22      separately to COUNTY.

23      III.    TERMS OF AGREEMENT

24      The term of this Agreement shall be a period of three  
25      years commencing on July 1, 1996, and terminating on  
26      June 30, 1999. Continuation of service shall be  
27      conditioned upon the COUNTY's receipt of a Transportation

Development Act grant sufficient in amount to fund the services contracted for in this Agreement.

IV. RENEWAL, CANCELLATION OR MODIFICATION

The term of this Agreement shall be automatically renewable for three-year periods unless terminated by either party by written notification. Said notification must be given at least 60 days before the expiration of the term. It is agreed modification may become effective by mutual consent of both parties. It is agreed that County may assign this Agreement to the San Joaquin Regional Transit District.

V. COMPENSATION

In consideration for dial-a-ride services provided pursuant to this Agreement, COUNTY agrees to compensate CITY for each dial-a-ride ticket presented to COUNTY at the rate of FOUR DOLLARS AND SIXTY-SIX CENTS (\$4.66) until June 30, 1996. Effective July 1, 1996, COUNTY agrees to compensate CITY for each dial-a-ride ticket presented to COUNTY at the rate of SIX DOLLARS (\$6.00). Compensation rate will be subject to annual review and adjustment by CITY, based upon actual cost of operation divided by total ridership. Tickets for Lodi unincorporated area dial-a-ride passengers shall be furnished by CITY and shall be color coordinated so as to be distinguishable from Lodi dial-a-ride tickets. Fares for Lodi unincorporated area dial-a-ride tickets shall be within the sole discretion of COUNTY. COUNTY agrees to pay CITY

for services provided pursuant to this Agreement within ten working days of receipt of an invoice from CITY. The invoice shall be mailed to:

San Joaquin County  
Department of Public Works  
Attention: Ms. Kathi Campana  
Post Office Box 1810  
Stockton, California 95201

VI. INSURANCE

The CITY agrees to name COUNTY, its Board of Supervisors, officers, employees and agents, as additional insured on its transit liability program. The CITY shall hold COUNTY, its officers, agents and employees harmless and defend against any and all claims and liabilities arising from the performance of services herein. Additionally, CITY agrees to indemnify COUNTY for any and all losses, including, but not by way of limitation, attorneys' fees and legal costs, which COUNTY may suffer by reason of the performance of services herein.

VII. RECORDS

CITY agrees to supply COUNTY with all records and information necessary to satisfy State and Federal grant and audit requirements. CITY shall permit authorized representatives of COUNTY, the United States Department of Transportation, the Controller General of the United States and the State of California to inspect and audit all data and records relating to the performance of this

1 Agreement.

2 IN WITNESS WHEREOF, the parties hereto have executed this  
3 Agreement by and through their respective officers thereunto duly  
4 authorized on the date first above written.

5 ATTEST:

CITY OF LODI  
A MUNICIPAL CORPORATION

6  
7 \_\_\_\_\_  
JENNIFER PERRIN, City Clerk

\_\_\_\_\_  
DAVID P. WARNER, Mayor

8  
9 APPROVED AS TO FORM:

10  
11 \_\_\_\_\_  
RANDALL D. HAYS, City Attorney

12 ATTEST: LOIS M. SAHYOUN  
13 Clerk of the Board of Super-  
14 visors of the County of San  
Joaquin, State of California

COUNTY OF SAN JOAQUIN, a  
political subdivision of the  
State of California

15 By \_\_\_\_\_ (SEAL)  
16 Deputy Clerk

By \_\_\_\_\_  
ROBERT J. CABRAL, Chairman  
of the Board of Supervisors

"COUNTY"

17  
18 APPROVED AS TO FORM:  
19 TERENCE R. DERMODY  
County Counsel

20  
21 By \_\_\_\_\_  
22 EDWARD R. BURROUGHS  
Deputy County Counsel

23 RECOMMENDED FOR APPROVAL:

24  
25  
26 \_\_\_\_\_  
HENRY M. HIRATA  
Director of Public Works

